

TCG takes no position on this issue. However, BellSouth has the burden to affirmatively demonstrate that it has provided white pages directory listings for customers of other telecommunications carrier's telephone exchange service, pursuant to Section 271(c)(2)(B)(viii) and applicable rules promulgated by the FCC.

ISSUE 10: Has BellSouth provided nondiscriminatory access to telephone numbers for assignment to the other telecommunications carrier's telephone exchange service customers, pursuant to Section 271(c)(2)(B)(ix) and applicable rules promulgated by the FCC?

No. BellSouth has not met its burden of affirmatively demonstrating that it has provided nondiscriminatory access to telephone numbers for assignment to the other telecommunications carrier's telephone exchange service customers, pursuant to Section 271(c)(2)(B)(ix) and applicable rules promulgated by the FCC.

ISSUE 11: Has BellSouth provided nondiscriminatory access to databases and associated signaling necessary for call routing and completion, pursuant to Section 271(c)(2)(B)(x) and applicable rules promulgated by the FCC?

No. BellSouth has failed to provide the SS7 point codes as required in TCG's Interconnection Order.

SS7 Signaling Transfer Point ("STP") code activation is required for the exchange of traffic between BellSouth and TCG (Milner, Hearing Ex.33, deposition transcript at 192). Without confirmation that SS7 point codes have been properly loaded, TCG has no assurance that the services marketed and provided by TCG will function properly when the customer is connected (Hoffmann,

Tr. 3437). Pursuant to Sections IV.G³⁰, V.G³¹ and VI.C³² of TCG's Interconnection Agreement, BellSouth is required to confirm the SS7 point codes. Moreover, BellSouth is the only party that can provide this critical information to TCG (Milner, Hearing Ex.33, deposition transcript at 180). BellSouth has yet to confirm that TCG's point codes have been loaded into BellSouth's switches STPs (Hearing Ex. 118, deposition transcript at 32).

ISSUE 12: Has BellSouth provided number portability, pursuant to Section 271(c)(2)(B)(xi) and applicable rules promulgated by the FCC?

TCG takes no position on this issue. However, BellSouth has the burden to affirmatively demonstrate that it has provided number portability, pursuant to Section 271(c)(2)(B)(xi) and applicable rules promulgated by the FCC.

ISSUE 13: Has BellSouth provided nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of Section 251(b)(3) of the Telecommunications Act of 1996, pursuant to Section 271(c)(2)(B)(xii) and applicable rules promulgated by the FCC?

No. See TCG's response to Issue No. 11 above.

ISSUE 14: Has BellSouth provided reciprocal compensation arrangements in accordance with the requirements of Section 252(d)(2) of the Telecommunications Act of 1996, pursuant to Section 271(c)(2)(B)(xiii) and applicable rules promulgated by the FCC?

No.

As discussed in TCG's response to Issue No. 2, supra, BellSouth does not provide reciprocal

³⁰ "Signal System 7 ("SS7") connectivity is required at each interconnection point."

³¹ "TCG shall utilize SS& signaling links, ports"

³² "SS7 signaling is required for the provision of INP [interim number portability] services."

compensation arrangements as required by its interconnection agreement with TCG and the Act.

ISSUE 15: Has BellSouth provided telecommunications services available for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3) of the Telecommunications Act of 1996, pursuant to Section 271(c)(2)(B)(xiv) and applicable rules promulgated by the FCC?

TCG takes no position on this issue. However, BellSouth has the burden to affirmatively demonstrate that it has provided telecommunications services available for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3) of the Telecommunications Act of 1996, pursuant to Section 271(c)(2)(B)(xiv) and applicable rules promulgated by the FCC.

ISSUE 15(a): Has BellSouth developed performance standards and measurements? If so, are they being met?

TCG takes no position on this issue. However, BellSouth has the burden to affirmatively demonstrate that it has developed performance standards and measurements, and that they are being met.

ISSUE 16: By what date does BellSouth propose to provide interLATA toll dialing parity throughout Florida pursuant to Section 271(e)(2)(A) of the Telecommunications Act of 1996?

TCG takes no position on this issue.

ISSUE 17: If the answer to issues 2-15 is "yes", have those requirements been met in a single agreement or through a combination of agreements?

The answer to issues 2, 3, 3.A, 11 and possibly other issues is "no".

As set forth above in response to issues 2, 3, 3.A, and 11, BellSouth has not provided interconnection to TCG that is equal to or greater than the interconnection that BellSouth provides to itself and others, BellSouth has not provided nondiscriminatory access to the various network elements, BellSouth has failed to establish performance standards that are adequate for facilities-

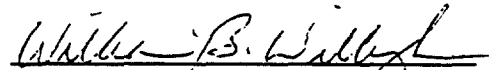
based competitors, and BellSouth has failed to provide nondiscriminatory access to databases and associated signaling necessary for call routing and completion. However, one need not look past the first checklist item to determine that BellSouth simply has not satisfied each checklist item set forth in Section 271(c)(2)(B) of the Act.

ISSUE 18: Should this docket be closed?

TCG takes no position on this issue.

Respectfully submitted,

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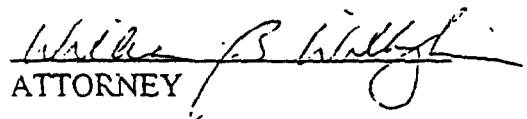
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HAND DELIVERY

Re: Docket No. 960786-TL

Dear Ms. Bayo:

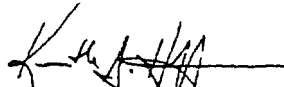
Enclosed herewith for filing in the above-referenced docket on behalf of Teleport Communications Group, Inc. are the following documents:

1. Original and fifteen copies of the prefiled rebuttal testimony of Paul Kouroupas; and
2. Original and fifteen copies of the prefiled rebuttal testimony of Frank R. Hoffmann, Jr.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,


Kenneth A. Hoffman

KAH/rl

cc: All Parties of Record

Trib.3

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KENNETH A. HOFFMAN, ESQ.

Certificate

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

PAUL KOUROUPAS

ON BEHALF OF

TELEPORT COMMUNICATIONS GROUP INC.

DOCKET NO. 960786-TL

JULY 31, 1997

1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND**
2 **YOUR POSITION WITH TELEPORT COMMUNICATIONS**
3 **GROUP, INC.**

4 **A. My name is Paul Kouroupas. I am Vice President, Regulatory and**
5 **External Affairs for Teleport Communications Group, Inc. My business**
6 **address is 2 Lafayette Center, 1133 21st Street, N.W., Suite 400,**
7 **Washington, D.C. 20036.**

8 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

9 **A. I am testifying on behalf of Teleport Communications Group's Florida**
10 **affiliate TCG South Florida (collectively "TCG").**

11 **Q. PLEASE SUMMARIZE YOUR BACKGROUND AND**
12 **EXPERIENCE.**

13 **A. I have worked for TCG for over five years, representing TCG before**
14 **state public utility commissions throughout the country. For the past**
15 **three years, I have been responsible for negotiating and overseeing the**

1 implementation of interconnection agreements with incumbent local
2 exchange carriers ("ILECs"), including BellSouth, both prior to and
3 subsequent to the passage of the federal Telecommunications Act of
4 1996 ("Act").

5 I graduated from Temple University in Philadelphia,
6 Pennsylvania with a Bachelor's degree in Communications. I also
7 graduated from the Catholic University of America's Columbus School
8 of Law with a Juris Doctorate degree and a specialty in
9 Communications Law.

10 **Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE THE FLORIDA**
11 **PUBLIC SERVICE COMMISSION?**

12 A. Yes. I have testified before the Florida Public Service Commission in
13 Docket No. 921074-TP (Petition for expanded interconnection for
14 alternate access vendors within local exchange company central offices
15 by Intermedia Communications of Florida, Inc.). I have also testified
16 before many other regulatory commissions throughout the United States.
17 Exhibit ____ (PK-1) contains a list of the proceedings in which I have
18 testified.

19 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THE**
20 **INSTANT PROCEEDING?**

21 A. The purpose of my testimony is to respond to assertions made by
22 BellSouth witness Stacy regarding the appropriate performance reports

1 and standards that should be used to evaluate BellSouth's application for
2 interLATA relief. In addition, I rebut BellSouth witness Milner's claim
3 that BellSouth is providing interconnection in compliance with the first
4 checklist item.

5 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

6 A. My testimony specifically rebuts BellSouth witness Stacy's contention
7 that BellSouth's proposed and negotiated performance measures will
8 assist the Commission in determining whether BellSouth meets the
9 competitive checklist contained in Section 271(c)(2)(B) of the Act. I
10 explain why the performance measures proposed by BellSouth are
11 wholly inadequate. Furthermore, I testify that the PSC is simply not
12 able to determine whether BellSouth complies with the Checklist
13 requirements unless and until meaningful performance measures,
14 applicable to all alternative local exchange carriers ("ALECs"), are
15 approved by the Commission, implemented and sufficiently utilized by
16 BellSouth.

17 **Q. WHAT ARE YOUR RECOMMENDATIONS?**

18 A. The absence of adequate performance measures make it impossible for
19 BellSouth to demonstrate, at a minimum, that it has met the first
20 Checklist item, i.e., that BellSouth implements interconnection that is at
21 least equal in quality to that which it provides to itself and other parties.
22 Because BellSouth must meet each of the 14 Checklist items, and it fails

1 to meet at least the very first Checklist item, I recommend that the
2 Commission reject BellSouth's Petition at this time.

3 **Q. WHAT IS THE COMMISSION'S ROLE IN THIS PROCEEDING?**

4 **A.** The Commission's role is to collect evidence, build a record, weigh the
5 evidence so that it may fulfill its responsibility to consult with the
6 Federal Communications Commission ("FCC") and verify the
7 compliance or lack of compliance of BellSouth with checklist
8 requirements when BellSouth applies to the FCC for interLATA
9 authority.

10 **CHECKLIST ITEM 1:**

11 **Q. HAS BELL SOUTH MET ALL OF THE FOURTEEN POINTS OF**
12 **THE COMPETITIVE CHECKLIST?**

13 **A.** No. BellSouth has failed to meet at least one checklist item. The first
14 checklist item requires BellSouth to provide interconnection: "that is at
15 least equal in quality to that provided by the local exchange carrier to
16 itself or to any subsidiary, affiliate, or any other party to which the
17 carrier provides interconnection."

18 **Q. WHY HAS BELL SOUTH NOT MET THIS CHECKLIST ITEM?**

19 **A.** To date, BellSouth has not provided equal quality interconnection to
20 TCG. As TCG witness Frank Hoffmann testifies, TCG has experienced
21 an inordinate amount of call blockage which has degraded the quality of
22 service to below that which TCG's network has been engineered to

1 provide. The call blockage is a function of BellSouth's failure to
2 properly size its network. The result of this blockage is that TCG's
3 customers cannot receive calls from BellSouth end users. Because
4 BellSouth does not provide equal quality interconnection, it is harder for
5 TCG to sell service. The frustrating consequence of BellSouth's poor
6 interconnection practices is that the necessary corrective action is
7 exclusively in BellSouth's control; TCG is powerless to cure this
8 problem.

9 Additionally, because of BellSouth call blocking practices, TCG
10 is unable to terminate calls in the manner agreed to by the parties and
11 approved by the Commission in the BellSouth/TCG interconnection
12 agreement.

13 **Q. HAS BELL SOUTH DEMONSTRATED IN ITS APPLICATION**
14 **THAT IT IN FACT COMPLIES WITH THE REQUIREMENTS**
15 **OF SECTION 271(c)(2)(B)?**

16 **A.** No. Although several BellSouth witnesses, W. Keith Milner, Robert
17 Scheye, and William N. Stacy, claim that BellSouth is in compliance
18 with the requirements of Section 271(c)(2)(B)(i), these witnesses fail to
19 provide evidence demonstrating compliance. Since Mr. Stacy provides
20 the most detailed testimony addressing performance reporting, I will
21 focus on his testimony.

22 **Q. WHAT INFORMATION HAS MR. STACY PROVIDED?**

1 A. On pages 5-6 of his direct testimony, Mr. Stacy describes portions of an
2 interconnection agreement between BellSouth and AT&T which include
3 “service quality and parity measurements.” Mr. Stacy also discusses the
4 method by which BellSouth will report on these measurements and
5 allow for a comparative analysis of the data. Finally, Mr. Stacy
6 includes in his testimony data which purports to demonstrate that
7 BellSouth in fact is providing interconnection services to its competitors
8 in compliance with the requirements of Section 271(c)(2)(B).

9 **Q. DO THE SERVICE QUALITY AND PARITY MEASUREMENTS**
10 **INCLUDED IN THE INTERCONNECTION AGREEMENT**
11 **BETWEEN BELL SOUTH AND AT&T PROVIDE SUFFICIENT**
12 **INFORMATION FOR PURPOSES OF DETERMINING**
13 **BELL SOUTH’S COMPLIANCE WITH SECTION 271((c)(2)B)(i)?**

14 A. No. The service quality and parity measurements included in the
15 BellSouth/AT&T agreement are deficient for two reasons. First, the
16 measurements are tailored to AT&T’s specific business plans which
17 means that they are not directly suitable for facilities-based carriers such
18 as TCG. As a result, these measures do not cover (or inadequately
19 cover) certain categories important to a facilities based carrier. Second,
20 BellSouth has not indicated that it will perform the same or similar
21 measurements for other ALECs operating in Florida. In fact, Mr. Stacy
22 indicates that “no other agreements have been finalized with respect to

1 performance measures.” (Stacy Direct at 6). Mr. Stacy also admits that
2 BellSouth and AT&T have not agreed to and finalized all reporting
3 requirements. (Stacy Direct at 6).

4 **Q. SHOULD THE PERFORMANCE REPORTING CONTAINED IN**
5 **THE AT&T-BELLSOUTH INTERCONNECTION AGREEMENT**
6 **BE APPLIED, WITHOUT MODIFICATION, TO ALL**
7 **CARRIERS?**

8 A. No. The BellSouth and AT&T performance measures were negotiated
9 exclusively between the two carriers. Such an agreement was not the
10 subject of a Commission rulemaking and should not bind other carriers
11 that are not similarly situated to AT&T.

12 **Q. DID TCG ENTER INTO AN INTERCONNECTION AGREEMENT**
13 **WITH BELLSOUTH?**

14 A. Yes. TCG and BellSouth filed their interconnection agreement with the
15 Commission on July 21, 1996. It was approved by the Commission by
16 Order No. PSC-96-1313-FOF-TP issued October 29, 1996.

17 **Q. DOES TCG’S INTERCONNECTION AGREEMENT INCLUDE**
18 **SERVICE QUALITY AND PARITY MEASUREMENTS?**

19 A. No. TCG and BellSouth could not agree on service quality
20 measurements within the 270 day time frame allotted for negotiations
21 under the Act. TCG nonetheless entered into the agreement in order to
22 facilitate on-going operations in Florida and to avoid the significant

1 expense associated with arbitration under the Act. It is imperative,
2 therefore, that this Commission enforce Section 251(c) of the Act by
3 requiring BellSouth to provide appropriate service quality and parity
4 measurements for each and every ALEC operating in Florida. The
5 applicability to all ALECs is especially important given the temporary
6 uncertainty over the ability to "pick and choose" in light of the recent
7 8th Circuit decision. Any limitation on the ability of carriers to adopt
8 subsequent agreements that include quality and parity measurement
9 provisions makes the universal applicability of such measurements
10 developed in this case a necessity.

11 **Q. WHY ARE COMPREHENSIVE PERFORMANCE**
12 **MEASUREMENTS NECESSARY?**

13 A. Comprehensive and detailed performance measurements are necessary
14 because they provide the only basis by which this Commission and
15 other carriers can determine that BellSouth is providing the equal
16 quality interconnection required under the Act. Unless BellSouth can
17 demonstrate that it is providing equal quality service to ALECs, it
18 cannot obtain entry into the interLATA toll marketplace.
19 Comprehensive measurements are the only basis upon which equal
20 quality can be determined.

21 **Q. YOU STATED EARLIER THAT THE MEASUREMENTS**
22 **INCLUDED IN AT&T'S INTERCONNECTION AGREEMENT**

1 **ARE TAILORED TO AT&T'S SPECIFIC BUSINESS PLANS**
2 **WHICH MEANS THAT THEY ARE NOT LIKELY SUITABLE**
3 **FOR FACILITIES-BASED CARRIERS SUCH AS TCG. WHAT**
4 **DO YOU MEAN BY THIS STATEMENT?**

5 A. TCG is a facilities-based ALEC which means that the interconnection
6 requirements of TCG differ substantially from ALECs, such as AT&T,
7 whose near-term business plans call for substantial resale of BellSouth's
8 retail services. Therefore, the measurements that AT&T seek are
9 designed to ensure that the resold services purchased from BellSouth are
10 provided at parity. TCG believes that while the measurements
11 negotiated by AT&T may reasonably address the needs of resellers,
12 those measurements do not sufficiently capture the data pertinent to and
13 necessary for facilities-based ALECs. For instance, the measurements in
14 AT&T's agreement fail to address Call Blocking Percentages on
15 interconnection trunks. Call Blocking is a critical issue to facilities-
16 based ALECs as explained in TCG witness Hoffmann's testimony and
17 as evidenced by the recent anti-trust suit filed by Electric LightWave
18 against US West precisely on this point.

19 Q. **IF BELLSOUTH AGREES TO PROVIDE SERVICE QUALITY**
20 **AND PARITY REPORTS FOR EACH AND EVERY ALEC**
21 **OPERATING IN FLORIDA, WILL THAT ESTABLISH**

1 COMPLIANCE WITH THE REQUIREMENTS UNDER SECTION
2 271(c)(2)(B)(i)?

3 A. No. Sections 271(c)(2)(B)(i) and 251(c)(2)(C) require that BellSouth
4 demonstrate that it actually provides service to its competitors at parity.
5 As Mr. Stacy himself admits, it is necessary to collect data for a period
6 of at least six months before valid conclusions may be drawn. (Stacy
7 Direct at 17-18). Therefore, BellSouth must provide all relevant data
8 covering at least six months as a prerequisite to demonstrating that it is
9 providing service to its competitors at parity.

10 Q. MR. STACY HAS INCLUDED AS EXHIBITS TO HIS
11 TESTIMONY [EXHIBITS __ (WNS-C) AND __ (WNS-E)] DATA
12 PURPORTING TO SHOW THAT BELL SOUTH IN FACT
13 PROVIDES INTERCONNECTION IN COMPLIANCE WITH THE
14 REQUIREMENTS OF SECTION 271(c)(2)(B). DO YOU BELIEVE
15 THIS INFORMATION IS DISPOSITIVE OF THE ISSUE?

16 A. No. The data provided by Mr. Stacy is flawed for several reasons.
17 First, the data BellSouth used to measure the service it provides to itself
18 is not Florida specific. BellSouth provides aggregated data for the entire
19 BellSouth Region. Data reported over such a large geographic area
20 precludes this Commission from finding equal quality within the state.
21 For example, service in Florida could be very bad, but service in
22 Georgia could be very good. Regionwide reporting would mask the

1 differences. Second, BellSouth does not provide performance
2 measurements that are sufficiently comprehensive so as to assist the
3 Commission in verifying BellSouth's Section 271 compliance. Mr.
4 Stacy admits that Exhibit __ (WNS-E) covers a very limited set of
5 measurements. (Stacy Direct at 21). Third, BellSouth does not
6 disaggregate its measurements in a manner that can be useful for
7 comparative purposes.

8 **Q. IN WHAT MANNER SHOULD BELL SOUTH REPORT THE**
9 **DATA?**

10 A. BellSouth must present comprehensive reports so that each carrier can
11 determine whether BellSouth is providing service quality that is equal to
12 that which BellSouth provides to itself. In order to make such a finding
13 those reports must provide carriers with the detail necessary to produce
14 the appropriate reports.

15 **Q. HOW CAN OVERLY BROAD REPORTING MASK**
16 **BELL SOUTH'S FAILURE TO PROVIDE EQUAL QUALITY?**

17 A. Merely providing TCG with a mountain of cumulative data covering a
18 wide range of services over a wide geographic areas does not permit the
19 Commission or TCG to determine if BellSouth is actually providing
20 equal quality. It is possible that BellSouth could provide higher quality
21 service to customers in areas where competition is developing while
22 simultaneously providing lower quality service in areas where

1 competition has yet to develop. This not only places ALECs at a
2 competitive disadvantage, it also results in poorer service for its captive
3 ratepayers. Furthermore, if BellSouth was only required to provide
4 service that is equal to that which it provides to itself on an averaged
5 regionwide or statewide basis, TCG may receive only the below average
6 quality. In other words, TCG would receive unequal and inferior
7 service where TCG competes with BellSouth.

8 **Q. ARE THERE REQUIREMENTS THAT THIS COMMISSION**
9 **COULD IMPOSE ON BELL SOUTH THAT WOULD ELIMINATE**
10 **THE CONCERNS EXPRESSED ABOVE?**

11 **A.** Yes. BellSouth should be directed to provide service quality reports
12 that disaggregate the results, for example, by geographic area, customer
13 class, product, service and ALEC. Because many carriers serve niche
14 markets, the only reports relevant to each carrier are those that measure
15 the performance in the markets and services in which they compete.
16 Thus, BellSouth's intention to tout its service quality agreement with
17 AT&T as evidence that it has satisfied Section 251(c)(2) necessarily
18 cannot satisfy TCG's service quality needs. Because AT&T's business
19 strategy -- resale versus facilities-based -- may be vastly different than
20 TCG's, AT&T's reporting requirement needs may be vastly different.

21 **Q. ARE YOU SUGGESTING THAT IT IS UNNECESSARY FOR**
22 **BELL SOUTH TO PROVIDE TCG WITH SERVICE QUALITY**

1 **REPORTS FOR CUSTOMERS AND SERVICES OUTSIDE THE**
2 **AREAS WHERE TCG COMPETES?**

3 A. No. TCG must have that information to determine if BellSouth is
4 providing nondiscriminatory service and access to unbundled network
5 elements. The reports must provide sufficient information for the
6 Commission and parties to determine whether BellSouth is providing the
7 same level of service to all ALECs. Absent those reports, TCG will
8 have no other reasonable benchmarks against which to measure
9 BellSouth's performance. At a minimum TCG needs aggregated and
10 disaggregated service quality reports for each of the following:

- 11 - ALEC service quality (specific to the ALEC)
- 12 - BellSouth retail service quality (state-wide)
- 13 - BellSouth retail service quality (for the specific rate
14 centers where the ALEC operates)
- 15 - All ALECs
- 16 - The top three interexchange carriers
- 17 - BellSouth's top 100 customers
- 18 - BellSouth's affiliates

19 **Q. HOW WILL DATA PROVIDED IN THIS MANNER ASSIST THE**
20 **COMMISSION AND OTHER CARRIERS?**

21 A. Providing the data in this manner will permit a meaningful comparative
22 analysis of whether BellSouth is providing service to ALECs in

1 conformance with the requirements of Section 271(c)(2)(B). As stated
2 above, if BellSouth simply reports the data on a region-wide basis (as
3 proposed in Exhibit __ (WNS-E)), BellSouth will be permitted to hide
4 too much information in the averages. By this I mean that one needs to
5 consider that on a region-wide basis, BellSouth has millions of
6 customers. On average, BellSouth may be providing service at a quality
7 level of X, but the average can mask enormous differences in particular
8 customer classes or geographic areas. Therefore, BellSouth must
9 present the data in a meaningful manner which separates the data into
10 particular customer classes and geographic areas. Only then can you
11 have the "apples-to-apples" comparison required by the Act.

12 **Q. DOES BELL SOUTH CURRENTLY PROVIDE ANY**
13 **PERFORMANCE REPORTS TO TCG?**

14 A. Yes. The BellSouth account team assigned to TCG does provide very
15 limited reporting on the service BellSouth provides to TCG. While this
16 is a useful tool for facilitating communication between TCG and
17 BellSouth, it is not sufficient for purposes of Section 271(c)(2)(B)(i) of
18 the Act. It can, however, serve as a foundation for expanding the
19 reporting requirements as outlined above.

20 **Q. ARE APPROPRIATE REPORTING MEASURES ALL THAT IS**
21 **NECESSARY FOR BELL SOUTH TO BE IN COMPLIANCE**
22 **WITH SECTION 271?**

1 A. No. BellSouth must demonstrate through its reporting that it is
2 providing the necessary parity. At a minimum, six months of reporting
3 data would be necessary for the Commission to determine that parity is
4 being provided.

5 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

6 A. Yes.